IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
GALVESTON DIVISION

Stefani Hobbs, Individually and On Behalf of All Others Similarly Situated,	§ § § §	**CIVIL ACTION NO.: 3:15-cv-00029**
Plaintiffs	§ §	
v.	§ § §	**JURY DEMANDED**
Angleton Danbury Hospital Foundation d/b/a Angleton Danbury Medical Center and UTMB Healthcare Systems, Inc.	§ § § § §	
Defendants	§	

JOINT MOTION TO APPROVE SETTLEMENT AGREEMENT AND ENTER FINAL JUDGMENT DISMISSING THE LAWSUIT WITH PREJUDICE

Plaintiff Stefani Hobbs ("Plaintiff"), Individually and On Behalf of All Others Similarly Situated ("Plaintiffs"), and Defendant Angleton Danbury Hospital District d/b/a Angleton Danbury Medical Center ("Defendant" or "ADMC") file this Joint Motion to Approve Settlement Agreement and Enter Final Judgment Dismissing the Lawsuit with Prejudice, and would respectfully show the Court that good cause exists to approve the settlement for the following reasons:

I. INTRODUCTION

On February 25, 2015, Plaintiff, individually and on behalf of all others similarly situated, filed her Original Complaint against ADMC, claiming that ADMC violated the Fair

Labor Standards Act, 29 U.S.C. § 201 *et seq.* ("FLSA"), and seeking to represent all similarly situated individuals. Specifically, Plaintiff, individually and on behalf of all others similarly situated, alleged ADMC failed to pay them overtime wages, and ADMC also deducted 30 minutes from each shift worked by Plaintiffs for a "meal break", regardless if Plaintiffs were actually able to take the meal break. ADMC vigorously denied Plaintiffs' allegations and specifically maintains that its compensation policies and practices comply with the requirements of the Fair Labor Standards Act.

Because the parties have reached an agreement that disposes of Plaintiffs' claims for unpaid overtime wages, meal breaks, liquidated damages and attorneys' fees and costs, and there are no other Plaintiffs, the parties request that the Court approve the agreement and dismiss Plaintiffs' claims with prejudice.

II. Argument and Authorities

Because Plaintiffs' claims arise under the FLSA, the Court must scrutinize the settlement for fairness before approving it. *Schulte v. Gangi*, 328 U.S. 108, 113 n.8 (1946); *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1353 (11th Cir. 1982). This is because "[t]he provisions of the [FLSA] are mandatory and not subject to negotiation and bargaining between employers and employees. *Collins v. Sanderson Farms, Inc.*, 568 F.Supp.2d 714, 718 (E.D. La. 2008). "When a court scrutinizes an FLSA settlement agreement, it must determine that the compromise is a fair and reasonable resolution of a bona fide dispute over the FLSA's provision." *Dominique v. Sun Elec. & Instrum., Inc.*, No. 09-cv-682, 2010 U.S. Dist. LEXIS 40768, at *1-2 (E.D. La. Apr. 26, 2010).

In this case, there are genuine disputes as to whether Plaintiffs were owed overtime and the amount of overtime, liquidated damages, and attorneys' fees. Through negotiation, the parties reached a settlement of their dispute—the terms of which have been approved by Plaintiffs, Plaintiffs' counsel, Defendant, and Defendant's counsel. The Parties acknowledge that they have been appropriately and adequately represented by counsel throughout all negotiations that preceded the execution of the proposed settlement and that the settlement has been executed with the consent and the advice of such counsel.

In arriving at the proposed settlement, the parties considered (a) liability disputes, (b) whether Plaintiffs are entitled to liquidated damages, (c) whether Defendant acted willfully, (d) the correct method for calculating damages, and (e) the likelihood of Plaintiffs' success on their claims. The settlement was negotiated at arms' length. The terms of the settlement, including the amount of alleged unpaid wages, liquidated damages, and attorneys' fees are fair, reasonable, and in the best interest of the parties. *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977) (strong presumption in favor of finding a settlement fair); *Lynns*, 679 F.2d at 1354 (fact that settlement negotiated as a result of an adversarial proceeding is an indication of its fairness).

III. PRAYER

Based on the foregoing, Plaintiff and Defendant Angleton Danbury Hospital District d/b/a Angleton Danbury Medical Center respectfully request that the Court approve the settlement and enter an agreed order of dismissal with prejudice, with each party bearing his/her/its own attorneys' fees and costs in conformance with the foregoing stipulation.

Respectfully submitted,

Alfonso Kennard, Jr.
State Bar No. 24036888
Southern District No. 713316
Email: alfonso.kennard@kennardlaw.com

Respectfully submitted,

Shauna Johnson Clark
State Bar No. 00790977
Federal I.D. No. 18235
Email: shauna.clark@nortonrosefulbright.com

Keenya R. Harrold
State Bar No. 24039664
Southern District No. 897938
Email: Keenya.Harrold@kennardlaw.com
2603 Augusts Drive, Suite 1450
Houston, Texas 77057
(713) 742-0900 main
(713) 742-0951 facsimile

ATTORNEYS FOR PLAINTIFF

Jamila S. Mensah
State Bar No. 24055963
Federal I.D. No. 705811
Email:Jamila.mensah@nortonrosefulbright.com
NORTON ROSE FULLBRIGHT US L.L.P
1301 McKinney, Suite 5100
Houston, Texas 77010
(713) 651-5151 main
(713) 651-5246 Facsimile

ATTORNEY FOR DEFENDANTS

CERTIFICATE OF SERVICE

This pleading was served on the following opposing counsel via the Court's CM/ECF service in compliance with Rule 5 of the Federal Rules of Civil Procedure on November 3, 2016.

Alfonso Kennard, Jr.
Keenya R. Harrold
2603 Augusts Drive, Suite 1450
Houston, Texas 77057
(713) 742-0900 main
(713) 742-0951 facsimile

/s/ *Heather Sherrod*
Heather Sherrod